

MEMORANDUM OF UNDERSTANDING

between

CITY OF MOUNTAIN VIEW

and

EAGLES

**Covering City Employees in the
EAGLES Employee Organization**

July 1, 2017 through June 30, 2020

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**MEMORANDUM OF UNDERSTANDING
BETWEEN CITY OF MOUNTAIN VIEW AND EAGLES
JULY 1, 2017 THROUGH JUNE 30, 2020**

This Memorandum of Understanding is entered into pursuant to the Meyers-Milias-Brown Act (Government Code Sections 3500-3510) and the Employer-Employee Relations Resolution of the City of Mountain View and is made by and between authorized representatives of the CITY OF MOUNTAIN VIEW (hereinafter referred to as "City") and the EAGLES (hereinafter referred to as "EAGLES").

ARTICLE 1 – RECOGNITION

1.1 Exclusive Representative

Pursuant to the provisions of the Employer-Employee Relations Resolution of the City of Mountain View and applicable State law, the City of Mountain View recognizes the EAGLES as the exclusive representative of all regular full-time and part-time employees in classes assigned in Appendix A. Within this Memorandum of Understanding, the terms "employees," "members," and "bargaining unit" all refer to the employees represented by the EAGLES bargaining unit as identified in Appendix A.

1.2 Classification Changes

The City is obligated to meet and confer with the EAGLES in the event that a classification that they represent is reclassified, including a change in classification job title.

1.3 Job Classification Notifications

The City shall notify EAGLES, in writing, of the development of:

1. A new classification.
2. A proposed change involving a classification listed in Appendix A of the Memorandum of Understanding between EAGLES and the City of Mountain View.

1.4 Representation Notification

The City shall notify EAGLES, in writing, when a group of employees files a petition to establish an appropriate unit of employees, to modify a unit of employees, or to be recognized for purposes of meeting and conferring in good

faith. The notice will include a description of the proposed unit. EAGLES will have the opportunity to provide comments to the Employee Relations Officer (as defined in the City's Employer-Employee Relations Resolution) regarding the appropriateness of the proposed unit.

ARTICLE 2—NONDISCRIMINATION

2.1 Equal Application

The City and EAGLES agree that the provisions of this Agreement shall be applied equally to employees covered herein without favor, discrimination, or harassment because of race, color, ancestry, national origin, religious creed, sex, age, physical or mental disability, marital status, sexual preference, medical condition, familial status, sexual orientation, or political opinion or affiliation, unless such factor shall be a bona fide occupational qualification for a position, or such action is required to comply with Federal or State law.

2.2 Free Exercise of Rights

The City and EAGLES further agree that employees shall have the right to form, join, and participate in the activities of employee organizations of their own choosing; or to refrain from participation. Employees shall not be discriminated against because of their exercise or nonexercise of these rights.

ARTICLE 3—RESERVED FOR FUTURE USE

ARTICLE 4—SECURITY PROVISIONS

4.1 Voluntary Dues Deductions

The City will deduct EAGLES membership dues and any other mutually agreed-upon payroll deduction from the biweekly pay of the employee, effective with the first pay period an employee authorization is submitted. The employee must authorize deduction of membership dues in writing on an enrollment card acceptable to the City and the EAGLES. The City shall remit the deducted dues and other fees to the EAGLES as soon as reasonably feasible after the deduction.

4.2 Reasonable Time Off to Meet and Confer

EAGLES, as a recognized employee organization, may select not more than two (2) employee members of the organization to attend scheduled meetings during the term of this Agreement with the City Representative(s) on subjects

within the scope of representation during regular work hours without loss of compensation.

For contract negotiations, EAGLES may select not more than five (5) employee members to attend bargaining sessions. Where circumstances warrant, Human Resources may approve the attendance at such meetings of additional employee representatives without loss of compensation. EAGLES shall submit the names of the employee representatives to the City Human Resources Manager in advance of such meetings. Any such meeting is subject to scheduling by the City in a manner consistent with operating needs and work schedules of the City.

ARTICLE 5 – SALARY

5.1 Salary

All increases shall be computed to the nearest one-tenth of a percent (0.1%) and rounded to the nearest penny in accordance with the procedures established by the Assistant City Manager and Finance and Administrative Services Director or their designees.

Effective the first full pay period after the City Council adopts a resolution authorizing the amendment of the MOU, the City shall amend the salary plan to increase the salary ranges for all classifications in the bargaining unit by a four percent (4.0%) cost-of-living adjustment (COLA).

Effective the first pay period ending in July 2018, the City shall amend the salary plan to increase the salary ranges for all classifications in the bargaining unit by a four percent (4.0%) cost-of-living adjustment (COLA).

5.2 Bilingual Pay

Employees who meet the following criteria, as determined by the Human Resources Division (hereafter “HR”), shall be entitled to receive One Hundred Dollars (\$100) per month (\$46.15 biweekly based on 26 pay periods in one year) beginning the first pay period ending in July 2015.

5.2.1 Successfully passing such language proficiency/fluency test as may be selected by HR, including such periodic retesting as HR determines may be appropriate.

5.2.2 Being assigned to a position that is designated as a bilingual assignment.

The City reserves the right to determine the number, timing, location, and duration of the assignments receiving the additional pay provided herein and which languages are needed. Any employee who is receiving Bilingual Pay may be asked to utilize his/her bilingual skills at any time while on duty in his/her own division/department or by supervisor in any other division/department. An employee who is not receiving Bilingual Pay will not be asked to use bilingual skills, except in isolated circumstances where no employee receiving such pay is available; in that limited situation an employee may be asked to utilize such skills.

5.3 Merit Pay

The City and EAGLES agree that the provision of merit pay has been at the discretion of the City, with funding levels and criteria for receiving merit pay set on an annual basis through the budget process. While both parties agree that the City retains the management right to continue to determine funding levels and criteria for receiving merit pay (including the suspension of merit pay in any given year), the parties also agree that, prior to the suspension of merit pay for a given fiscal year, the City will meet with EAGLES to discuss alternatives to suspending merit pay. These discussions are not intended to be a meet and confer or to limit the City's discretion with regard to merit pay. For Fiscal Year 2012-13 the City will provide opportunities to receive merit pay to all employees who are not at their maximum allowable salary (115% of control point for professional employees and 120% of control point for management employees) and who receive performance evaluation ratings of very good or exceptional. For Fiscal Years 2013-14 and 2014-15, the City will make reasonable efforts to provide opportunities to receive merit pay for all employees who are not at their maximum allowable salary (115% of control point for professional employees and 120% of control point for management employees) and who receive performance evaluation ratings of very good or exceptional; however, funding levels and criteria for receiving merit pay remain at the City's discretion and the merit pay program is considered in the context of overall compensation as well as the City's fiscal environment.

5.4 Equity Adjustment

Effective the first full pay period after the City Council adopts the resolution authorizing the amendment of the MOU, the City shall increase the salary ranges for the positions identified below as follows:

Increased one salary grade (approximately 2.5%): Accountant I, Accountant II, Senior Accountant, Administrative Aide, Administrative Analyst I, Administrative Analyst II, Senior Management Analyst, Chief

Building Official, Crime Analyst, Economic Development Manager, Environmental Sustainability Coordinator, Housing and Neighborhood Services Manager, IT Analyst I, IT Analyst II, Senior IT Analyst, IT Desktop Technician I, IT Desktop Technician II, Senior IT Desktop Technician, IT Manager, Risk Manager

Increased two salary grades (approximately 5%): Hazardous Materials Specialist

Increased three salary grades (approximately 7.5%): Assistant City Attorney, Senior Assistant City Attorney, Deputy City Attorney, Senior Deputy City Attorney, Fire Marshal

Any employee in the classifications listed above whose current salary falls below the new salary range shall receive a salary increase sufficient to place them at the bottom of the salary range effective the first full pay period after the City Council adopts the resolution authorizing the amendment of the MOU.

All increases shall be computed to the nearest one-tenth of a percent (0.1%) and rounded to the nearest penny in accordance with procedures established by the Finance and Administrative Services Director or his/her designee.

5.5 Total Compensation Survey

Total compensation surveys for benchmark classifications within the EAGLES bargaining unit will be undertaken as outlined in Appendix A and B.

ARTICLE 6 – INSURANCE BENEFITS

6.1 Maintain Benefits

To the extent that the following insurance programs continue to be available, the City will continue to provide the kinds and types of coverage currently offered. The following is a brief summary of the benefits. Employees should refer to the plan documents for a complete description of benefits, coverage, and limitations. If, during the term of this Agreement, a change in insurance plans, coverage, level, or type of benefits is necessary (including, for example, changes to deductibles and/or copayments) prior to the change being implemented, the City will provide notice to the EAGLES and meet and confer with representatives of EAGLES.

6.1.1 Health Benefits Committee

The City will form a joint committee with interested nonsworn labor groups to engage in a focused discussion on the maintenance of sustainable health benefits for active employees. EAGLES will designate up to three representatives to participate in the committee. The goal of the committee is to identify and consider potential solutions to address the high cost of employee health benefits while ensuring both the sustainability of health benefits and that the benefits remain competitive with comparison agencies. The committee will meet on a mutually agreed upon schedule beginning February 2018 to understand factors driving health benefits costs, explore alternative approaches for health plans, and discuss different approaches to control cost increases and/or reduce the cost of health benefits. The committee will also discuss methods to communicate with employees regarding research or findings during the course of the committee's work. The committee's findings will be used to inform a discussion of health benefits during the next negotiation process.

6.2 Medical Insurance

The employee shall pay that portion of the premium which is their responsibility through payroll deductions in accordance with procedures established by the Finance and Administrative Services Department.

HMO Medical Plans – Effective August 1, 2002, the City shall pay the full single premium for any HMO plan offered by the City and selected by the employee. For dependent coverage in an HMO plan, the employee shall pay ten percent (10%) of the difference between the single coverage premium and the selected dependent coverage premium (two-party or family) for regular full-time employees in accordance with the following schedule:

| Plan | City Contribution | Employee Contribution |
|------|---|---|
| HMO | Single premium plus 90% of the additional cost for two-party or family* | 10% of the additional cost for two-party or family* |

Effective January 1, 2017, for single coverage in an HMO plan, the City shall pay ninety-eight percent (98%) of the average of the single HMO premiums for any HMO plan offered by the City and selected by the employee. For dependent coverage in an HMO plan, the employee shall pay twelve percent (12%) of the difference between the single coverage premium and the selected dependent coverage premium (two-party or family) for regular full-time employees in

accordance with the following schedule:

| HMO | City Contribution | Employee Contribution |
|-----------|---|---|
| Single | 98% of the average of the single HMO premiums* | 2% of the average of the single HMO premiums* |
| Two-Party | Single premium plus 88% of the difference between the single premium and the two-party premium* | 12% of the difference between the single premium and the two-party premium* |
| Family | Single premium plus 88% of the difference between the single premium and the family premium* | 12% of the difference between the single premium and the family premium* |

* Percentage contributions above are reflective of the formula described in the HMO paragraphs above. Regular part-time employees are required to pay 100 percent of the difference between the single coverage premium and the two-party or family premiums, whichever is applicable.

PPO Medical Plans – Regular full-time employees selecting a non-HMO medical plan will pay ten percent (10%) of the difference between the single coverage premium and the selected dependent coverage premium (two-party or family). In addition to the payment for dependent coverage, the employee will pay forty percent (40%) of the difference between the averages of HMO premiums at all three levels (single, two-party, and family) and the PPO premiums at the same levels. Regular part-time employees will pay 100 percent of the difference between the single coverage premium and the selected dependent coverage premium (two-party or family), in addition to forty percent (40%) of the difference between the average of the HMO premiums and the PPO premiums at the single coverage premium.

Health Net—Point of Service Plan (POS) – Effective upon the completion of the 2007 medical open enrollment period, enrollment in the POS plan was frozen. In subsequent open enrollment periods, employees who disenroll will not be allowed to return to the plan.

After open enrollment in August 2007, the City's costs will be capped at One Thousand Four Hundred Ninety-Seven Dollars and Seventy Cents (\$1,497.70) per month. This cap does not affect retirees prior to August 1, 2007.

High Deductible Health Plan (HDHP) – Effective August 1, 2012, the City will offer an HDHP in addition to HMO and PPO plans.

The City shall pay the full single premium for the HDHP offered by the City and selected by the employee. For dependent coverage in an HDHP, the employee shall pay ten percent (10%) of the difference between the single coverage premium and the selected dependent coverage premium (two-party or family) for regular full-time employees in accordance with the following schedule:

| Plan | City Contribution | Employee Contribution |
|-------------|---|---|
| HDHP | Single premium plus 90% of the additional cost for two-party or family* | 10% of the additional cost for two-party or family* |

* Percentage contributions above are reflective of the formula described in the HDHP paragraph above. Regular part-time employees are required to pay 100 percent of the difference between the single premium and the two-party or family premiums, whichever is applicable.

For members who elect to participate in the HDHP, the following Health Savings Account (HSA) contribution schedule will apply. When an employee enrolls in an HDHP for the first time FY 2015-16 or later, the City will contribute the following amounts into the employee's HSA, in accordance with IRS regulations: one hundred percent (100%) of the plan deductible One Thousand Five Hundred Dollars (\$1,500) for single and Three Thousand Dollars (\$3,000) for employee plus one or more dependents. During the second, subsequent enrollment year, the City will contribute the following amounts into the employee's HSA, in accordance with IRS regulations: fifty percent (50%) of the plan deductible, Seven Hundred Fifty Dollars (\$750) for single and One Thousand Five Hundred Dollars (\$1,500) for employee plus one or more dependents. If an employee leaves the HDHP before the second, subsequent enrollment year and later returns, the City will contribute fifty percent (50%) of the plan deductible into the employee's HSA for the return year. Employees may contribute additional funds into their HSA up to the IRS annual maximums. Since HSA contribution limits are determined on a calendar/tax-year basis, a midyear enrollment in an HSA may be subject to a prorated HSA contribution limit, including a prorated City HSA contribution. Contributions in excess of the IRS limit are subject to tax penalties. The combination of employee, employer, and third-party contributions may not exceed the annual IRS limits. The City may change the contribution to the HSA after the term of the MOU. The City will continue to offer HMO and PPO medical plans and members will have no obligation to participate in the high-deductible health plan.

6.3 Dental Insurance

The City shall pay the full employee premium for the dental plan offered by the City. For dependent coverage, the City shall pay eighty-eight percent (88%) of the difference between the single-coverage premium and the selected dependent-coverage premium (two-party or family) for regular full-time and part-time employees. The employee shall pay that portion of the premium which is his/her responsibility through payroll deductions in accordance with procedures established by Human Resources and the Finance and Administrative Services Department.

6.4 Life Insurance

The City shall pay the premium for all regular employees for life insurance coverage equal to five (5) times the employee's annual salary or Fifty Thousand Dollars (\$50,000), at the employee's option. Included in this insurance is Accidental Death and Dismemberment (AD&D) coverage.

6.5 Short-Term Disability Insurance

The City shall pay the premium for all regular employees for nonwork-related disability insurance coverage that provides for income protection up to sixty-six and two-thirds percent (66-2/3%) of monthly salary following the thirty (30) day elimination period which begins on date of illness or injury. Coverage is prorated for regular part-time employees. The thirty (30) day elimination period plan change shall be effective August 1, 2012.

6.6 Employee Assistance Program

The City shall pay the premium for all regular employees for an Employee Assistance Program designed to provide up to five (5) free counseling visits each year. Participation shall be voluntary.

6.7 Vision Care Insurance

Effective September 1, 2004, for those regular employees who select medical plans that do not have vision coverage, the City shall make available vision care coverage for employees and dependents. The plan shall provide for a comprehensive examination and one pair of lenses and a standard frame (or contact lenses in lieu of lenses and frames) in any consecutive twelve (12) months. The City shall pay the cost of such coverage.

6.8 Section 125 – Flexible Benefit Plan

Employees may elect pretax deductions for medical and dependent care reimbursement through a Flexible Spending Account (“FSA”) as part of the City’s Flexible Benefit Plan: Two Thousand Five Hundred Dollars (\$2,500) maximum for medical reimbursement and Five Thousand Dollars (\$5,000) maximum for dependent care reimbursement.

The City will contribute One Hundred Fifty Dollars (\$150) to each member’s FSA per calendar year. This contribution will be made at the beginning of the calendar year as determined by payroll. New employees will receive the \$150 payment at the time of hire. Employee and employer plan year FSA contributions shall not exceed IRS allowable limits.

Effective the first full pay period after the City Council adopts a resolution authorizing the amendment of the MOU, the City will discontinue the City’s One Hundred Fifty Dollars (\$150) annual contribution to each employee’s medical FSA. This is in exchange for providing the enhanced dental benefit effective January 1, 2018.

6.9 Retirees’ Health

For those current employees hired prior to July 1, 2007, the City will pay a portion of the retirees’ health care premiums (single only) as follows:

| | |
|------------|-----|
| 5<10 years | 50% |
| 10<15 | 65% |
| 15+ years | 85% |

The vesting period is waived for employees with a work-related disability retirement.

Employees hired on or after July 1, 2007 will make an election of either a Defined Contribution Plan (DC) or a Defined Benefit Plan (DB) for retirees’ health benefits within ten (10) working days of date of hire. An employee hired on or after July 1, 2007 who does not make an initial election within ten (10) working days shall be enrolled in the DC Plan. After completion of one (1) year of service, an employee will have another opportunity to make an irrevocable election of either the DC or DB plan. Employees must make an election within ten (10) working days of his/her anniversary date. If an election is not made within this period of time, the employee’s initial election at date of hire will remain status quo.

For those changing from a DC to DB plan, the funds contributed by the employer will revert back to the City.

For those changing from a DB to DC plan, employer contributions will be made from the date of hire of the employee.

6.9.1 Defined Contribution Plan

- International City Managers Association-Retirement Corporation (ICMA-RC) or comparable Retirement Health Savings (RHS) Account model in accordance with the IRS. No minimum period of service is required for participation.
- Direct employer contributions for those employees hired on or after July 1, 2007, for Fiscal Year 2007-08 as follows:

| | |
|------------|-------------|
| 0-5 years | \$200/month |
| 6-10 years | \$250/month |
| 10+ years | \$300/month |

- Effective the first full pay period after City Council adopts the resolution authorizing the amendment of the MOU, direct employer contributions for existing employees enrolled in the defined contribution retirees' health plan, and for those employees hired on or after the first full pay period after City Council adopts the resolution authorizing the amendment of the MOU, will be increased as follows:

| | |
|------------|----------------|
| 0-5 years | \$289.01/month |
| 6-10 years | \$373.77/month |
| 10+ years | \$458.52/month |

An employee would ascend to the next level tier after the completion of the 5th year and the 10th year of service.

- Indexing Contributions: Effective Fiscal Year 2007-08, contributions are indexed at a two percent (2%) fixed rate annually. Effective the first pay period ending in July 2018, contributions will be indexed at a three percent (3%) fixed rate annually. Indexed contributions for the term of this contract are as follows:

| Employee Year | FY 2017-18* | FY 2018-19 | FY 2019-20 |
|---------------|--------------|--------------|--------------|
| 0-5 Years | \$289.01/Mo. | \$297.68/Mo. | \$306.61/Mo. |
| 6-10 Years | \$373.77/Mo. | \$384.98/Mo. | \$396.53/Mo. |
| 10+ Years | \$458.52/Mo. | \$472.28/Mo. | \$486.45/Mo. |

* FY 2017-18 contributions are effective the full pay period following City Council adoption of the resolution authorizing the amendment of the MOU.

- Vesting of Employer Contributions: One hundred percent (100%) after five (5) years of continuous service with the City.
- Eligibility to Use Funds: Employees are eligible to use funds upon separation of service (or retirement). Funds will remain in trust in the employee's name.
- Disposition of Employer Portion of Forfeited Nonvested Funds (these are funds that have been deposited in the RHS Plan or accrued to the probationary employee): Seventy-five percent (75%) Employer; twenty-five percent (25%) Employee allocation equally to participating employees who currently are receiving employer contributions as of June 30. Annually, in September, the City shall provide an annual accounting report to EAGLES showing the amount allocated (25 percent) to participating employees.
- The first-year employer contributions held in an account to be paid to the DC Plan. After the employee has made his/her election after the one-year anniversary to continue in the DC Plan, the first-year contributions shall be transferred to the RHS Plan the first pay period beginning after the election is made. Interest on the funds prior to transfer will be credited at a fixed rate of one percent (1%) per annum on the monthly balance.

Employees who elect the DC plan for retirees' health benefits are not eligible to enroll in the City's health plans upon retirement.

6.9.2 Defined Benefit Plan

Employees hired on or after July 1, 2007 who select the defined benefit plan will qualify for retirees' health benefits upon fifteen (15) years of continuous service if they retire from City employment through PERS. The City will pay a maximum of eighty-five percent (85%) of the employee-only premium of any HMO medical plan offered by the City at the time of retirement. The balance of the cost for the plan selected by the retiree will be fully paid by the retiree. The City shall reimburse the cash equivalent of the retiree health benefit, subject to the conditions set forth in the City of Mountain View Retiree Health Insurance Program for those retirees who do not qualify for any of the City's plans.

All retirees may elect to cover their dependents but shall be responsible for paying the difference between the full dependent premium and the single premium.

Employees choosing the DB Plan will have the option of participating in the RHS Account without any employer contributions, subject to subsequent requirements and restrictions in IRS rulings, regulations, or opinions.

An employee who changes positions within the City is not considered a new employee and will receive the same retirees' health benefits as an existing employee in the new employee group.

6.10 Retirement Health Savings (RHS) Account

Effective October 1, 2010, a retiring member's sick leave balance determined by sick leave payoff formula at time of retirement shall be deposited into a trust fund for health expenses.

Mandatory Employee Sick Leave Contribution: At time of retirement, employees will contribute one hundred percent (100%) of eligible sick leave accrual to the RHS account, in accordance with IRS regulations, and subsequent rule changes that may occur (e.g., the allowance of changes to contribution schedules).

ARTICLE 7 – RETIREMENT

7.1 PERS Retirement System and Employee Contribution

Pension Contribution for Represented EAGLES Members on the 2.7 percent at 55 (2.7@55) Pension Formula

Effective July 1, 2007, City shall provide retirement benefits as administered by the Public Employees Retirement System (PERS) providing for the 2.7 percent at 55 formula.

The employee is responsible for paying the seven percent (7%) employee PERS contribution plus the additional employee PERS contribution of one percent (1%) effective with this amendment effective July 1, 2007. The total eight percent (8%) is the responsibility of the employee. Such payments shall be made pursuant to IRC Section 414(h)(2).

Pension Contribution for Represented EAGLES Members on the 2.0 percent at 62 (2.0@62) Pension Formula

This section establishes the pension contribution for represented EAGLES members on the 2.0@62 pension formula. This formula was established by the Public Employee Pension Reform Act of 2013 (PEPRA). It went into effect January 1, 2013 and imposed a new pension formula and minimum employee contribution for represented members hired on or after January 1, 2013 who met criteria established in the legislation. In accordance with PEPRA, represented members on this formula must pay at least 50 percent of normal cost of their pension. For FY 15-16, half the normal cost is 6.25 percent of salary.

7.2 Employee Cost-Sharing Agreement

Pension Contribution for Represented EAGLES Members on the 2.7 percent at 55 (2.7@55) Pension Formula

Employees will be responsible for sharing in the cost for this benefit enhancement with the City through a payroll deduction. The City will make the deduction on a pre-tax basis to the extent permitted under State and Federal law. The City makes no representation as to the taxable nature of this deduction and each employee shall retain liability for his or her own taxes.

The amount of the cost-share payroll deduction will continue to be 3.5 percent of salary beginning in the first pay period that ends in July 2013. The 3.5 percent

cost share will continue on an ongoing basis, unless the PERS employer rate decreases below 21.053 percent, the rate in effect for FY 2012-13.

In years in which the PERS employer rate is below 21.053 percent, the cost share will temporarily decrease by 0.25 percent for each full 0.50 percent the PERS employer rate decreases below 21.053 percent (changes in the PERS employer rate will not be rounded). After decreasing below 21.053 percent, if the PERS employer rate increases again, the cost share will increase by 0.25 percent for each full 0.50 percent increase in the employer rate. The maximum cost share decrease will be 1 percent, with the 2.5 percent cost share continuing on an ongoing basis. In no case shall the cost share amount be more than 3.5 percent. The cost share is in addition to the employee-paid PERS member contribution of 8.0 percent.

Pension Contribution for Represented EAGLES Members on the 2.0 percent at 62 (2.0@62) Pension Formula

In an effort to help contain pension costs, represented members on the 2.0@62 pension formula agree to a 4.25 percent of salary cost share. These cost shares will be in addition to the employee-paid CalPERS Member Contribution of 50 percent of normal cost. The combined employee contribution will not exceed 10.50 percent, or 50 percent of normal cost, whichever is greater.

The total represented EAGLES member pension contributions for the period of July 2015 – June 2020 are provided below.

| | Employee Contribution | | |
|----------|-------------------------------|---|--------------------------|
| | Employee Normal Contribution* | Employee Share of Employer Contribution | Total Paid by Employee** |
| 2.7 @ 55 | 8.0% | 3.50% | 11.50% |
| 2.0 @ 62 | 6.25% | 4.25% | 10.50% |

* Under PEPRRA, employees on the 2.0@62 pension formula are required to pay at least half the normal cost of their pension. For FY 2017-18, the basis for total normal cost is 12.50 percent.

** This is the maximum employee contribution. If the normal cost for the 2.0@62 formula increases beyond 12.5 percent, requiring the employee to pay more than 6.25 percent to contribute half the normal cost, the amount of the employee-paid employer contribution (cost share) will decrease proportionately so that the cost share will terminate when the total employee

contribution meets or exceeds 10.50 percent. For example, if in FY 2018-19 half the normal cost is 7.25 percent, the cost share amount would be 3.25 percent to reach a total employee contribution of 10.50 percent. If at any time half the normal cost decreases such that the total employee contribution, if the prior cost share were continued, would drop below 10.50 percent, then the cost share amount will increase proportionately to a maximum total employee contribution of 10.50 percent. If 50 percent of the normal cost exceeds 10.50 percent, the employee will be required to pay 50 percent of normal cost.

7.2.1 Reports

The City will provide an annual report on the amount of cost sharing paid by the EAGLES, and the PERS miscellaneous contract actuarial report which includes the assumptions made in the PERS reporting.

7.2.2 CalPERS Contract Amendment to Allow Cost Share to be Credited to Member Account

As soon as practicable, the City will conduct an election in accordance with CalPERS rules for all employees covered under the miscellaneous CalPERS contract for pension benefits to determine employee approval or disapproval of the proposed amendment to the CalPERS contract in order to allow some or all of the cost share to be credited to the member account rather than the employer account. Prior to the election, the parties will meet to determine the credits to the member accounts for both PEPRAs and Classic members. The City will copy EAGLES' representative on correspondence with CalPERS and provide EAGLES with quarterly status updates of the contract amendment.

7.3 PERS Additional Benefits

The PERS contract for miscellaneous employees currently provides for the following options: 2.7 percent at 55, service credit for unused sick leave, military leave buyback, and highest single year.

ARTICLE 8—LEAVES

8.1 Vacation Leave

Vacation requires approval in advance and is determined by the Department Head or his/her designee taking into account the wishes of the employee and the operational needs of the department. As a guideline, for every day being

requested for vacation, the employee will give a minimum one (1) day notice to his/her supervisor (e.g., if an employee is requesting a two (2) week vacation, he/she gives a minimum two (2) week notice). Exceptions may be approved on a case-by-case basis by Department Head or his/her designee. More notice is preferred wherever possible.

8.1.1 Accrual

Employees shall accrue vacation based upon the following years-of-service formula. The term day used in this Article means an eight (8) hour workday. Years of service will be measured by the number of full years of service attained on the anniversary of the date upon which the employee was initially hired by the City.

| Years of Service | Rate Per Year |
|-------------------------|----------------------|
| 0 through 5 Years | 12 Days |
| 6 through 9 Years | 17 Days |
| 10 through 15 Years | 22 Days |
| 16+ Years | 23 Days* |

- * Employees who have 16+ years of service as of June 23, 2012 will be grandfathered and will continue to accrue vacation at their current rate to their current accrual rate maximum (e.g., 24 or 25 days). Accrual rates are prorated for regular part-time employees.

8.1.2 Vacation Accrual Cap

Effective the first pay period after January 1, 2012, the maximum accrual of vacation is as follows:

| | |
|--|-----------|
| Beginning of the first year through the fifth year | 220 hours |
| Beginning of the sixth year through the ninth year | 290 hours |
| Beginning of the tenth year through the fifteenth year | 370 hours |
| Beginning of the sixteenth year | 440 hours |

Effective the first pay period after June 30, 2012, the maximum accrual of vacation is as follows:

| | |
|--|-----------|
| Beginning of the first year through the fifth year | 200 hours |
| Beginning of the sixth year through the ninth year | 260 hours |
| Beginning of the tenth year through the fifteenth year | 330 hours |
| Beginning of the sixteenth year | 400 hours |

Automatic Cap: Once vacation reaches the allowed maximum, or for vacation balances in excess of these caps on the effective dates above, the employee will not be allowed to accrue vacation until the balance is reduced below the cap.

The City will notify supervisors and managers to encourage approval of vacation time to ensure members are able to reduce their vacation cap to below the new caps.

8.1.3 Vacation Cash-Out

Effective the first full pay period following City Council adoption of the resolution to amend the MOU, employees are eligible to file an irrevocable election, in December of each year, to cash-out up to eighty (80) hours of vacation accrued in the payroll calendar year following the cash-out election. For those employees electing to cash-out over forty (40) hours of vacation, the employee must have a minimum balance of eighty (80) hours of accrued vacation, as of the last full pay period in the payroll calendar year of the cash-out election, and must have taken a minimum of forty (40) hours of vacation in the full payroll calendar year of the cash-out election. If the employee does not meet the provisions for minimum vacation balance and vacation taken, the employee will only be allowed to cash-out a maximum of forty (40) hours. The cash-out shall occur yearly on a date, no earlier than Pay Period 22 but no later than December 31, as specified by Payroll. If the employee's vacation balance at the time of the cash-out is less than the hours elected, Payroll will cash-out the employee's remaining balance. Regular part-time employees shall be allowed to cash-out vacation leave on a prorated basis based on their allocated position.

As part of the transition to the new vacation cash-out provision above, employees will be permitted to make an additional election during the December 2017 election period. In December 2017, employees may make an additional election to cash out up to eighty (80) hours of vacation leave, which will be paid out in January 2018.

Vacation cash-out shall be administered in accordance with procedures set forth by the Finance and Administrative Services Department and IRS regulations, including exceptions for hardship. Employees have the option of receiving cash or depositing vacation cash-out directly into their deferred compensation account, in accordance with IRS regulations.

8.1.4 Regular Part-Time Employees

For regular part-time employees, vacation accrual rates and vacation caps, as noted above, shall be computed on a pro rata basis based on their budgeted position.

8.2 Sick Leave

Sick leave for both scheduled and unscheduled purposes shall be approved in accordance with the City’s rules and regulations.

8.2.1 Incentive Program

The sick leave incentive program is intended to discourage unnecessary use of sick leave by rewarding employees who do not use sick leave in a given time period. Under the City program, all members who are not ill for one quarter as defined by Payroll (e.g., January – March) will receive four (4) additional hours of vacation. For prescheduled medical and/or dental appointments (requiring 24-hour notice) vacation, comp time, or personal leave may be utilized in order for the employee’s sick leave incentive program not to be adversely affected.

8.2.2 Payment for Unused Sick Leave

Upon layoff, regular retirement through PERS or a disability retirement as determined by appropriate medical authority, payment shall be made to the employee for unused sick leave (to a maximum of a percentage of nine hundred sixty (960) hours) for years of continuous service as a probationary and regular employee according to the following schedule:

| | |
|--------------------------------------|--------|
| 0 but less than 10 years of service | No Pay |
| 10 but less than 15 years of service | 20% |
| 15 but less than 20 years of service | 35% |
| 20 but less than 25 years of service | 55% |
| 25+ years of service | 80% |

Effective July 1, 2005, sick leave payoff is paid at current base salary rate of pay.

Effective October 1, 2010, a retiring member's sick leave balance determined by sick leave payoff formula at time of retirement shall be deposited into a trust fund for health expenses.

8.3 Personal Leave

Each employee shall be allowed to convert sixteen (16) hours of accumulated sick leave annually to personal leave. Personal leave may be used for any personal purpose. The sick leave balance will be reduced upon use of the personal leave; however, this usage will not affect the sick leave incentive program. Personal leave shall not accumulate from year to year, and must be taken in the payroll calendar year.

Personal leave shall be granted with approval of the employee's immediate supervisor or Department Head. If at all possible, requests for personal leave shall be made prior to the day the employee will be absent or shall be made in accordance with departmental policies for requesting time off.

Regular part-time employees shall earn personal leave on a prorated basis. For example, half-time employees shall receive eight (8) hours per year of personal leave.

8.4 Management Leave

All full-time management employees shall receive eighty (80) hours leave per payroll fiscal year. Management leave is prorated for new appointments and separating employees. Management leave eligibility, distribution, and use are administered in accordance with Administrative Instruction 3-13: Management Leave.

Management Leave cash-out for unused management leave hours is made the last payroll pay period of the fiscal year and shall be administered in accordance with procedures set forth by the Finance and Administrative Services Department and in accordance with IRS regulations. Employees will have the option of receiving cash or depositing Management Leave cash-out directly into deferred compensation, in accordance with IRS regulations.

8.5 Bereavement Leave

An employee may use up to three (3) consecutive days (twenty-four (24) hours total) for each instance of death of an immediate family member: spouse, son, daughter, brother, sister, stepbrother, stepsister, mother, father, stepmother, stepfather, stepchildren, grandparents, mother-in-law, father-in-law, grandchildren and domestic partner. One (1) additional day granted if out-of-State (or in excess of three hundred (300) mile radius, one way) travel required.

8.6 Other Leaves

Other paid and unpaid leaves are covered in Sections 8.00 and 9.00 of the City's Personnel Rules and Regulations.

8.7 One-Time Leave Hours

EAGLES who are City employees during the first full pay period following City Council adoption of the resolution authorizing amendments to the MOU, will receive a one-time contribution of 21 hours of leave time (prorated for regular part-time employees). This leave must be used by Pay Period 2, 2018, or any balance will be cashed out with the Pay Period 2 payroll.

In addition, effective the first payroll including July 1, 2018, EAGLES who are City employees on July 1, 2018 will receive another one-time contribution of 21 hours of leave time (prorated for regular part-time employees). This leave must be used by Pay Period 2, 2019, or any balance will be cashed out with the Pay Period 2 payroll.

One-time leave hours will be tracked separately from all other accrued leave balances.

8.7.1 Additional One-Time Leave Hours

In addition, in recognition of the lack of guaranteed one-time leave hours in Fiscal Year 2019-20:

- EAGLES who are City employees during the first full pay period following City Council adoption of the resolution authorizing the amendments to the MOU, will receive an additional one-time contribution of 10 hours of leave time (prorated for regular part-time employees). This leave must be used by Pay Period 2, 2018, or any balance will be cashed out with the Pay Period 2 payroll.

- EAGLES who are City employees on July 1, 2018, will receive an additional one-time contribution of 11 hours of leave time (prorated for regular part-time employees). This leave must be used by Pay Period 2, 2019, or any balance will be cashed out with the Pay Period 2 payroll.

One-time leave hours will be tracked separately from all other accrued leave balances.

ARTICLE 9 – HOLIDAYS

9.1 Scheduled Holidays

The City shall observe eleven (11) scheduled paid holidays each calendar year. The scheduled paid holidays that will be official City holidays for the term of this Agreement shall be as follows:

New Year's Day
Martin Luther King Day
Presidents' Day
Memorial Day
Fourth of July
Labor Day
Veterans Day
Thanksgiving Day
Day After Thanksgiving
Christmas Day
Day After Christmas (or before, depending when Christmas falls)

Holidays shall be administered in accordance with the provisions of the Personnel Rules and Regulations and the Administrative Policies of the City.

9.2 Floating Holiday

In addition, each represented employee shall receive eight (8) hours as a floating holiday, prorated for regular part-time employees. Such floating holiday shall not accumulate from one payroll calendar year to another. The scheduling of such floating holiday shall be subject to approval of an employee's immediate supervisor and/or Department Head.

9.3 Potential Holiday Closure

The City may close some offices to the public between December 24 and January 1 in each year of the term of the MOU. The City will notify employees and the bargaining unit by July 1 each year if a holiday closure will occur and which City functions and employees will be affected. It is anticipated that some functions will not be closed in order to provide essential service to the public.

In the event the employee's function is closed, employees requesting to work over the holiday closure period will inform and work with their supervisor to develop a list of projects and tasks to be completed during the closure period by the second Friday in November each year. An employee's request to work during the closure period shall not be unreasonably denied.

If an employee is requesting time off during the holiday closure, but has been recently hired by the City or returning from an authorized medical leave and has exhausted all leave balances prior to or during the holiday closure, the City may authorize the employee to use vacation leave that will be accrued in subsequent payroll periods to ensure the employee remains on paid status during the holiday closure. Such requests will need to be approved by the Department Head and given to the Human Resources Manager by December 1.

ARTICLE 10 – HOURS OF WORK AND OVERTIME

10.1 General Administration

Hours of work, workweeks, and overtime are subject to the provisions of Section 15.01 of the City's Personnel Rules and Regulations and Administrative Instruction 3.5 (Flexible Work Schedules). In situations in which exempt employees must work significant additional hours on an unscheduled basis or for an extended period of time, the employee's Department Head may grant authorized leave in accordance with Section 8.04 of the Personnel Rules.

10.2 Compensatory Time Off

Nonexempt employees eligible for overtime pay may, at the employee's discretion, elect to receive compensatory time off (CTO) at time-and-one-half (1-1/2) in lieu of overtime pay, except as provided below.

An employee may accrue and have a maximum current credit of eighty (80) hours of CTO.

Employees who accrue CTO may use such CTO, subject to departmental rules and regulations. CTO is subject to management approval and may be denied due to operational and scheduling constraints.

Requests to use comp time in excess of caps may be approved by City, or City may pay as if employee had originally selected pay rather than PTO. Comp time is only applicable to nonexempt employees.

Each December, an employee may file an irrevocable election to cash-out up to eighty (80) hours of CTO. The City shall pay the employee by March of the following year.

The parties recognize the potential tax risk associated with employees' discretion to earn either cash or compensatory time off for overtime worked. The City will procure a tax opinion from a reputable law firm, including both an assessment of the risk of constructive receipt and options to mitigate that risk and provide that opinion to the Union. Once the City provides the opinion to the Union, this MOU will reopen on the subjects of overtime and compensatory time off and the parties will meet and confer over options to address constructive receipt.

10.3 Call-Back Pay

Non-exempt professional employees in the classifications listed in this section are eligible for compensation in the event they respond to after-hours phone calls to resolve emergency issues. The compensation shall be one hour of overtime if phone calls are received before 9:00 p.m. and two hours of overtime if phone calls are received between 9:00 p.m. and the regular start of the employee's shift (i.e., 6:00 a.m. if a Public Works Supervisor). In the event the employee receives multiple phone calls within the initial one-hour window, the employee receives one hour of overtime (or two hours if multiple phone calls are received in the initial two-hour window after 9:00 p.m.) If an eligible employee must respond in person to an emergency situation, they will receive a minimum of one hour of overtime if responding before 9:00 p.m. and two hours of overtime if responding between 9:00 p.m. and the start of their regular shift. If the time worked at the call exceeds two hours, the eligible employee will receive overtime pay for the actual hours worked. In the event the situation requires the employee to return to work rather than resolve the issue on the phone, hours worked shall be calculated beginning at the time the employee is contacted to work and end when the employee is relieved of duty. Employees eligible for call-back pay who are required to return to work are expected to leave promptly and arrive at work within 45 minutes. In the event the eligible employee is not available to respond within 45 minutes, the employee shall contact his/her supervisor to determine whether he/she should return to work.

Non-Exempt Professional Classifications eligible for Call-Back Pay:

| | |
|----------------------------------|-------------------------------|
| Equipment Maintenance Supervisor | Senior IT Desktop Technician |
| Facilities Supervisor | Senior Recreation Coordinator |
| IT Analyst I/II | Systems Specialist |
| IT Desktop Technician I/II | Tree Supervisor/ Arborist |
| Postclosure Supervisor | Utilities Systems Supervisor |
| Parks Supervisor | Water Quality Supervisor |
| Recreation Coordinator | Wastewater Supervisor |

ARTICLE 11 – OUT-OF-CLASS COMPENSATION

Out-of-class compensation and compensation associated with assumption of significant additional duties is covered in the City’s Administrative Instruction 3-8 (Out-of-Class Compensation), 3-4 (Acting Policy) and 3-36 (Short-Term Pay).

ARTICLE 12 – CERTIFICATION PAY PROGRAM

12.1 Program

Effective the first full pay period following City Council adoption of a resolution to amend the MOU, a Certification Recognition Payment Program will be implemented and is intended to provide incentive for City employees to obtain and maintain “certification of expertise” in the various disciplines required by their job class specifications.

12.2 Eligible Classifications

Effective the first full pay period following City Council adoption of a resolution to amend the MOU, classifications eligible for this program are as follows:

| | |
|------------------------------|------------------------------|
| IT Analyst I/II | Utilities Systems Supervisor |
| IT Desktop Technician I/II | Water Quality Supervisor |
| Postclosure Supervisor | Water Resources Manager |
| Principal IT Analyst | Water Superintendent |
| Senior IT Analyst | Wastewater Supervisor |
| Senior IT Desktop Technician | |

Changes to this eligibility list of classifications due to reclassification or elimination of old classifications, will be reviewed by the Employee/ Management Committee and the appropriate Department Head and authorized by the Assistant City Manager (or his/her designee). Requests to add new

classifications to this eligibility list will not be considered during the term of this MOU and is subject to negotiations.

12.3 Eligible Certifications

Human Resources (HR) maintains the current list of eligible certifications.

Requests for New Certifications

Requests to consider the eligibility of new certifications for the positions listed in this section must be submitted to HR by January 1 of each year. The request will be reviewed by the Employee/Management Committee, which will provide a recommendation to approve or deny the request to the appropriate Department Head and Assistant City Manager, or his/her designee.

The decision to approve or deny the certification shall be made within ninety (90) days of the Employee/Management Committee's recommendation. If approved, eligible employees shall receive certification pay retroactive to the first pay period of the calendar year.

Changes in Certification Requirements

In the event an eligible certification becomes a "requirement" of a job class specification (such as through changes in State or Federal requirements), the appropriate Department Head will notify HR and HR subsequently will notify the Union of any changes in certification pay.

12.4 Guidelines

The City will provide a Certification Recognition Payment (CRP) for possession of job-related certifications with approval of the Assistant City Manager (or his/her designee) and the appropriate Department Head based on the following guidelines:

- Payment of Fifty Dollars (\$50.00) for each eligible certificate per month (\$23.08 biweekly on a 26 pay period payroll schedule) will be made for a maximum of four (4) certifications above the minimum job class specifications requirement. CRP payments to an employee shall not exceed Two Hundred Dollars (\$200.00) per month.

- Possession of certifications identified as “highly desirable,” or “preferred” in the official class specification or where there is no minimum certification requirement will qualify an individual for CRP.
- If the employee leaves the position in which he/she is receiving CRP, eligibility will be reevaluated to ensure continued payment is appropriate. If not, the employee will receive advance notice of the termination of this payment. Termination of this payment is not grievable.

12.5 Process

Employees are responsible for submitting an application and copies of certifications or renewal certifications in order to receive certification pay.

(a) New Certificates and Upgraded Certificates

1. Complete a Certification Request Form and obtain approval from the supervisor and/or Department Head.
2. Submit signed form to Human Resources along with a copy of the eligible certification.
3. Human Resources will review the form and notify the employee if the certification pay request is approved or denied.
4. Human Resources will return a copy of the form to the employee.

(b) Renewal of Certificates

1. Complete a Certification Request Form, noting the renewal request.
2. Submit the signed form along with a copy of the eligible certification to Human Resources and a copy to his/her supervisor.
3. Human Resources will review the form and notify the employee if the certification pay renewal request is approved or denied.
4. Human Resources will return a copy of the form to the employee.

ARTICLE 13 – PERSONNEL ACTIONS

Personnel actions, including transfer, promotion, disciplinary action, layoff, resignation, reinstatement, and mandatory retirement, are administered in accordance with Section 7.00 of the City's Personnel Rules and Regulations.

ARTICLE 14 – REIMBURSEMENT PROGRAMS

14.1 Tuition Reimbursement

The Tuition Reimbursement Program is intended to assist employees attending accredited college courses or closely related approved training courses which directly or indirectly relate to their current duties and increase their competency in their present position or prepare employees for career advancement within the City by reimbursing them for all or part of incurred costs of tuition, fees, required texts, and certain course supplies, up to Two Thousand Dollars (\$2,000) per fiscal year. Administrative Instruction 3-6 will govern the process for applying for tuition reimbursement benefits.

In addition to the annual Two Thousand Dollar (\$2,000) benefit, with no lifetime maximum, for completion of individual college courses or training courses which an employee may take without pursuing a college degree, effective June 21, 2015, employees are eligible to receive up to Ten Thousand Dollars (\$10,000) per fiscal year with a Twenty Thousand Dollar (\$20,000) lifetime maximum if they enroll in and complete accredited college coursework required to obtain a job-related bachelor's or master's degree or approved leadership program. Completion of the degree or leadership program is required to obtain the full \$20,000 benefit. Administrative Instruction 3-6 will govern the process for applying for tuition reimbursement benefits.

Employees who completed accredited college coursework in FY 2013-14 and FY 2014-15, applied for and received reimbursement under the City's tuition reimbursement program, and completed the degree in either FY 2013-14 or FY 2014-15 are eligible to receive up to a maximum of \$20,000 reimbursement for the costs of the degree program.

14.2 Management/Professional Development Funds

Management Development Funds are reimbursed up to Five Hundred Dollars (\$500) annually for employees in management classifications. Professional Development Funds are reimbursed up to Three Hundred Dollars (\$300) annually for employees in professional classifications.

Effective the first full pay period following City Council adoption of the resolution authorizing the amendment of the MOU, reimbursement amounts for the remainder of FY 2017-18 and forward will increase to: One Thousand Dollars (\$1,000) annually for employees in management classifications and Eight Hundred Dollars (\$800) annually for employees in professional classifications.

This program is administered in accordance with the City's Administrative Instruction 3-2. Reimbursement is prorated for regular part-time employees.

14.3 Pilot Program for Front-line Employee Development Funds

Effective the first full pay period following City Council adoption of the resolution authorizing the amendment of the MOU, the City will establish a Pilot Program for Front-Line bargaining unit members to be eligible for reimbursement of up to Four Hundred Dollars (\$400) for eligible expenses as set forth in Administrative Instruction 3-2. The Pilot Program is intended as a one-time eligibility for reimbursement and will expire on June 30, 2019.

14.4 Uniforms

Employees assigned to the Hazardous Materials Specialist and OES classifications will have required uniforms provided, replaced, and cleaned by the City when needed.

ARTICLE 15 – GRIEVANCE PROCEDURE

The City's Appeal Process is administered in accordance with Section 10.00 of the City's Personnel Rules and Regulations.

ARTICLE 16 – EMPLOYEE/MANAGEMENT COMMITTEE

EAGLES and City representatives agree to meet as needed for the purpose of discussing issues of mutual concern and interest. The purpose of these meetings will be to maintain open lines of communication between the parties. The parties will discuss operational topics such as Certification Pay (as outlined in Article 12) and holiday closures.

ARTICLE 17 – PROVISIONS OF LAW

This Agreement is subject to all current and future applicable Federal and State laws and regulations. If any part or provision of this Agreement is in conflict or inconsistent with such applicable laws or regulations, or is otherwise held to be invalid or unenforceable by any tribunal of competent jurisdiction, such part or provision shall be

suspended and superseded by such applicable law or regulation and the remainder of this Agreement shall not be affected thereby. The parties shall then enter into negotiations for the purpose of arriving at a mutually satisfactory replacement for such provision.

ARTICLE 18 – FULL UNDERSTANDING AND MODIFICATION

- 18.1 This Agreement sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other prior or existing understanding or agreements by the parties regarding the specific matters set forth herein, whether formal or informal, regarding any such specific matters are hereby superseded or terminated in their entirety. Unless otherwise specifically amended by the terms of this MOU, all terms and conditions of employment shall remain as previously established and shall be enforceable throughout the term of this MOU and any extensions of the MOU.
- 18.2 Except as specifically provided herein, it is agreed and understood that each party hereto voluntarily and unqualifiedly waives its right, and agrees that the other shall not be required to negotiate with respect to any subject or matter covered herein or during the term of this Agreement unless mutually agreed to by both parties.
- 18.3 No agreement, alteration, understanding, variation, waiver, or modification of any of the terms or provisions contained herein shall in any manner be binding upon the parties hereto unless made and executed in writing by the City and the EAGLES and adopted by the City Council.
- 18.4 In the event any new practice, subject, or matter arises during the term of this Agreement, that is within the scope of meet and confer, and an action is proposed by the City, EAGLES shall be afforded all possible advance notice and shall have the right to meet and confer upon request. In the absence of an agreement on such a proposed action and after completion of impasse procedures as prescribed in the Employer-Employee Relations Ordinance, the City may take unilateral action to impose the new condition of employment.
- 18.5 Nothing herein shall limit the authority of the City to make necessary and reasonable changes during emergencies. However, the City shall notify EAGLES of such changes as soon as practicable. Such emergency assignments shall not extend beyond the period of the emergency. Emergency shall mean the actual or threatened existence of conditions of disaster or of extreme peril to the safety of persons and property within the City caused by such conditions as air pollution, fire, flood, storm, epidemic, riot, or earthquake or other conditions, including conditions resulting from war or imminent threat of war.

- 18.6 The waiver of any breach, term, or condition of this Memorandum of Understanding by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.
- 18.7 The City and EAGLES expressly agree that all conditions of employment not mentioned in this MOU shall continue in full force and effect unless the City and EAGLES agree in writing to change such condition.

ARTICLE 19 – AUTHORIZED AGENTS

For the purpose of administering the terms and provisions of this Memorandum of Understanding:

- 19.1 The City's principal authorized agent shall be the Assistant City Manager or duly authorized representative. Address/Telephone:

Assistant City Manager
City of Mountain View
P.O. Box 7540
Mountain View, CA 94039
(650) 903-6309

- 19.2 EAGLES' principal authorized agent shall be the duly authorized representative for the EAGLES. Address/Telephone:

EAGLES President
City of Mountain View
P.O. Box 7540
Mountain View, CA 94039
(650) 903-6007

ARTICLE 20 – IMPLEMENTATION

This Memorandum of Understanding constitutes a mutual recommendation to be jointly submitted to the City Council. It is agreed that this Memorandum of Understanding shall not be binding upon the parties, either in whole or in part, unless and until ratified by the membership of the EAGLES, and unless and until the City Council of the City of Mountain View formally acts, by majority vote, to adopt by Resolution to enter into a Memorandum of Understanding.

ARTICLE 21 – TERM OF AGREEMENT

21.1 The Agreement will become effective, upon approval by the City Council. The Agreement will terminate on June 30, 2020. Principals agree to the terms of this Memorandum of Understanding.

21.1.1 Reopener

The parties agree effective for Fiscal Year 2019-20, the parties will reopen negotiations on these following provisions of the MOU:

- Term/Duration (Article 20)
- COLA for Fiscal Year 2019-20 (Section 5.1)
- Employee Cost-Sharing Agreement (Section 7.2)
- One-Time Leave Hours for 2019-20 (Section 8.7)
- Benchmark Classifications (Appendix A)
- Survey Elements (Appendix B)

The parties will begin meeting on March 1, 2019.

21.2 When approved by the Mountain View City Council, this Agreement is the entire agreement of the parties, and there are no other agreements or contracts except as set forth in this Agreement. This Agreement may not be modified except by amendment agreed to by both parties and approved by the Mountain View City Council.

21.3 In the event either party desires to negotiate a successor Agreement upon the expiration of this agreement, such party shall serve upon the other after March 1 of the last year in the term of this Agreement, its written notice to commence negotiations.

21.4 Negotiations shall begin no later than thirty (30) days from the timely receipt by one party, of the other party's notice to commence negotiations.


The parties hereto have caused their duly authorized representatives to execute this Memorandum of Understanding the day, month, and year noted below.

Approved:

Dated: 11-15-17

For:

EAGLES


Matt Salcido
EAGLES President


Carol Koenig
EAGLES Representative



Steve Rodriguez
EAGLES Negotiation Team
Member


Jeff Goss
EAGLES Negotiation Team
Member

CITY OF MOUNTAIN VIEW


Sue Rush
Human Resources Manager


Rosanne Macek
Library Services Director


Lindsey Bishop
Senior Human Resources
Analyst

APPENDIX A

BENCHMARK POSITIONS (including positions typically compared with benchmark)*

Office Assistant II (represented by SEIU)

Document Processing Tech. I/II/III
Copy Center Technician
Copy Center Assistant

Executive Assistant

Executive Assistant to City Manager

Executive Assistant to City Attorney
Deputy City Clerk
Legal Secretary

Librarian II

Library Services Manager
Librarian I

Library Assistant II

Library Assistant I
Library Assistant III

Accountant II

Accountant I

Administrative Analyst II

Senior Administrative Analyst
Administrative Analyst I
Administrative Aide

Associate Planner

Senior Planner
Assistant Planner

Recreation Coordinator

Community Outreach Coordinator
Recreation Supervisor
Performing Arts Supervisor
Recreation Specialist
Senior Recreation Coordinator
Performing Arts Coordinator
Volunteer Coordinator
Performing Arts Assistant
Senior Stagehand
Senior Ticket Services Representative
Recreation Leader II

Associate Civil Engineer

Assistant PW Director/City Engineer
Deputy PW Director/Asst. City Engineer
Traffic Engineer
Assistant Engineer (Civil)
Junior Engineer (Civil)
Senior Civil Engineer
Principal Civil Engineer
Plan Check Engineer

Parks Supervisor

Parks Section Manager
Tree Supervisor/Arborist

Principal Planner

Zoning Administrator
Deputy Zoning Administrator
Assistant Community Development
Director/Planning Manager

Principal IT Analyst

Principal Systems Analyst
Principal Systems Specialist
Systems Specialist
Systems Coordinator Technician

IT Analyst II

IT Analyst I
IT Desktop Technician I
IT Desktop Technician II
IT Operations Manager
Senior IT Analyst
Senior IT Desktop Technician

Recreation Manager

Performing Arts Manager
Parks Manager

Assistant City Attorney

Senior Assistant City Attorney
Senior Deputy City Attorney
Deputy City Attorney

Project Manager

Assistant Project Manager
Senior Project Manager
Facilities Project Manager
Youth Resources Manager

Facilities Maintenance Supervisor

Facilities Contract Coordinator

Fire Marshal Non-Safety

Fire Protection Engineer

Fleet and Facilities Manager

Equipment Maintenance Supervisor

Economic Development Manager

Business Development Specialist

Information Technology Manager

Risk Manager

Safety and Training Coordinator

Street and Landfill Closure Manager

Solid Waste Program Manager
Utility Services Manager

Water Supervisor

Wastewater Supervisor
Postclosure Supervisor
Utilities Systems Supervisor
Street Supervisor
Water Meter Supervisor

Document Processing Technician I/II/III (Tied to SEIU OA II)

Copy Center Technician
Copy Center Assistant

Chief Building Official (Tied to SEIU Building Inspector II)

Buyer

Assistant Buyer
Purchasing/Support Services Manager
Supervising Buyer

Office of Emergency Services Coordinator

Public Education Specialist

Transportation and Business Manager

Transportation Planner

Water Conservation Coordinator

Environmental Sustainability Coordinator

Other Classifications

Administrative/Neighborhood Svcs. Mgr.
Crime Analyst
Emergency Medical Services Coordinator
Hazardous Materials Specialist Non-Safety
Public Safety Social Media Communications
Coordinator
Real Property Program Administrator

*Note: In some cases, benchmarks may not be surveyed each contract term based upon availability of data and comparable classifications.

APPENDIX B

EAGLES' Bargaining Unit Total Compensation Survey

As shown on the example below, the following components of the total compensation survey are:

- Minimum and maximum base salary of each benchmark classification or other classification
- PERS EPMC (Employer Paid Member Contribution) times the maximum base salary
- PERS Agency Rate (less employee contribution towards employer's PERS rate, if any) times the maximum base salary
- Deferred Compensation
- Medical (employer share of highest family rate excluding POS)
- Vision
- Dental
- Life
- LTD
- Retiree Health (employer share of highest rate for employee only)
- Salary Effective Date
- Next Increase

The above components are added together for each surveyed position from each jurisdiction to produce "total compensation" for that position. The average, excluding Mountain View, of the total compensation of all jurisdictions is then calculated. The average differential is then calculated between the average total compensation and the total compensation of the Mountain View position. The median, excluding Mountain View, of the total compensation of all jurisdictions is then calculated. The median differential is then calculated between the median total compensation and the total compensation of the Mountain View position.

The maximum Base Salary and PERS EPMC columns are added together for each surveyed position from each jurisdiction to produce "MAX + EPMC" for that position. The average, excluding Mountain View, of the MAX + EPMC of all jurisdictions is then calculated. The average differential is then calculated between the average MAX + EPMC and the MAX + EPMC of the Mountain View position. The median, excluding Mountain View of the MAX + EPMC of all jurisdictions is then calculated. The median differential is then calculated between the median MAX + EPMC and the MAX + EPMC of the Mountain View position.